**EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is entered into as of [Date] (the "Effective Date") by and between Sarah Johnson ("Employee") and EducationalCircuits LLC ("Company").

1. **EMPLOYMENT DUTIES**
   1. Duties: Employee will serve in the position of Software Engineer, reporting to Kevin Weekly, Owner. Employee's primary job duties and responsibilities are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Employee agrees to devote their full-time efforts to the business and affairs of the Company and will perform their duties faithfully, diligently, and to the best of their ability.
   2. No Material Agreements without Approval: The Employee shall not enter into any material agreements, whether written or verbal, as a representative of the Company with outside companies or clients, including but not limited to agreements for the performance of services or terms of compensation, without obtaining prior approval from the owner or an authorized executive of the Company. Employee shall not accept any non-monetary compensation (e.g., gifts, tickets, etc.) from clients on behalf of the Company without the express written approval of an authorized executive of the Company.
   3. No Improper Use of Third-Party Information: Employee represents and warrants that they shall not, in the performance of their duties for the Company, use or disclose any confidential information or trade secrets belonging to any other person or entity, including without limitation any former employers or clients, except as expressly authorized by the Company or as required by applicable law.
   4. Exempt Status: Employee's position is classified as exempt and is not eligible for overtime compensation.
   5. Remote Work: Employee will work remotely from their location in Texas, as approved by the Company, and will be responsible for providing their own office space, computer, and related equipment necessary to perform their duties.
   6. Travel: Employee may be required to travel up to once per quarter, as reasonably necessary to fulfill their job duties.
2. COMPENSATION. Employee's compensation will be $75,000 per annum, paid according to the Company's payroll schedule (currently biweekly), subject to all applicable withholdings and deductions as required by federal and state law.
3. **BENEFITS**
   1. Vacation: Employee will accrue PTO at the rate of 104 hours per year, capped at 120 hours. PTO must be used in 8-hour increments.
   2. Sick Leave: Employee will be entitled to 5 sick days per year, immediately available upon hire. Unused sick days will not carry over to the next calendar year.
   3. Other Benefits: Employee is eligible for additional benefits according to the Company's benefits plan, which may include health insurance, retirement plans, and other benefits as determined by the Company.
4. **EQUIPMENT AND TECHNOLOGY**
   1. Provision of Equipment and Resources: The Company will provide the Employee with the necessary equipment, software licenses, and IT resources (including email, messaging systems, and other relevant tools) required to perform their job duties.
   2. Responsibility for Security and Usage: The Employee is responsible for securing and using the provided equipment and resources in a legal and ethical manner, in accordance with the Company's policies and guidelines. The Employee is expected to protect the equipment from theft, loss, or damage.
   3. Return of Company Property: Upon the termination of employment, the Employee shall promptly return all equipment, materials, software licenses, and any other Company property in their possession, including any copies or records of confidential information.
   4. Work on Company-Owned Equipment: The Employee must perform all work-related tasks on Company-owned equipment and shall not transfer any work materials or documents to personal devices, email accounts, or storage platforms, except as otherwise authorized by the Company.
   5. Exception for Electronic Communications: The Employee may access certain electronic communication platforms, such as email, instant messaging, and videoconferencing software, from their personal cell phone, provided that no material is downloaded locally onto the device, and the access complies with the Company's policies and guidelines on the use of personal devices for work purposes.
5. **AT-WILL EMPLOYMENT**. Company may terminate Employee at any time for any or no reason, upon fourteen [14] days' written notice to Employee. Employee may terminate this Agreement without cause, upon thirty [30] days' written notice to Company.
6. **NON-SOLICITATION**. During the term of this Agreement and for a period of 1 year following the termination of this Agreement, Employee shall not, directly or indirectly, solicit any of the Company's clients with whom Employee had material contact during their employment with the Company for the purpose of providing products or services that are competitive with those offered by the Company. Employee further agrees not to solicit or induce any employee, consultant, or independent contractor of the Company to terminate their relationship with the Company during the term of this Agreement and for a period of 1 year following the termination of this Agreement.
7. **NOTICES**. All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or upon receipt of a confirmed email, or three days after being deposited in the United States mail, postage prepaid, addressed to the other party at the address set forth below, or to such other address as either party may designate by notice to the other party:

If to Employee:

[Employee Name]

[Employee Address]

[Employee Email]

If to Company:

EducationalCircuits LLC

1034 Via Media, Lafayette, CA 94549

kevin@ecircuits.llc

1. **CONFLICTS OF INTEREST**
   1. Employee agrees to promptly disclose to the Company any actual or potential conflicts of interest that may arise in connection with their employment by the Company, including any relationships, obligations, or restrictions arising from past or current clients, employers, or engagements.
   2. Employee agrees to take all necessary steps to avoid or resolve any such conflicts of interest, and to comply with any applicable agreements, policies, or procedures that the Company may adopt from time to time to address such conflicts.
2. **OWNERSHIP**
   1. Generally: To the extent allowed by law, any work performed by Employee on clients' projects is subject to the IP terms of those agreements. Any intellectual property developed in relation to internal discussions and/or developed with the Company's product, and not otherwise belonging to a client, becomes the property of the Company.
   2. Disclosure of Work Product: Employee will disclose in writing to Company all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, hardware, circuits, computer programs, databases, user interfaces, encoding techniques, and other materials of any kind that Employee may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection (collectively, "Work Product"). Employee Work Product includes without limitation any Deliverables that Employee delivers to Company pursuant to Section 1 of this Agreement.
   3. Ownership of Employee Work Product: Employee agrees that all Employee Work Product is and will be the sole and exclusive property of Company. Employee hereby irrevocably transfers and assigns to Company, and agrees to irrevocably transfer and assign to Company, all right, title, and interest in and to the Employee Work Product, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "Intellectual Property Rights") therein. At Company's request and expense, during and after the term of this Agreement, Employee will assist and cooperate with Company in all respects, and will execute documents, and will take such further acts reasonably requested by Company to enable Company to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Employee Work Product, including copyright and patent rights. Employee hereby appoints the officers of Company as Employee's attorney-in-fact to execute documents on behalf of Employee for this limited purpose.
   4. Moral Rights: To the fullest extent permitted by applicable law, Employee also hereby irrevocably transfers and assigns to Company, and agrees to irrevocably transfer and assign to Company, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Employee may have in or with respect to any Employee Work Product, during and after the term of this Agreement. "Moral Rights" mean any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right as called or generally referred to as a "moral right."
3. **CONFIDENTIAL INFORMATION**
   1. Definition: For purposes of this Agreement, "Confidential Information" means and will include: (i) any information, materials or knowledge regarding Company and its business, all existing and future NDAs and other agreements with clients, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to Employee or to which Employee has access in connection with performing Services; (ii) the Employee Work Product; and (iii) the terms and conditions of this Agreement. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of Employee; (b) was rightfully in Employee's possession at the time of disclosure, without restriction as to use or disclosure; or (c) Employee rightfully receives from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure.
   2. Obligations: Employee agrees to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in performing Services, and not to disclose it to others. Employee further agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.
4. **WARRANTIES**
   1. No Pre-existing Obligations: Employee represents and warrants that Employee has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder Employee's performance of its obligations under this Agreement.
   2. Performance Standard: Employee represents and warrants that Services will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge, and skills to perform Services.
   3. Non-Infringement: Employee represents and warrants that the Employee Work Product will not infringe, misappropriate, or violate the rights of any third party, including, without limitation, any Intellectual Property Rights or any rights of privacy or rights of publicity, except to the extent any portion of the Employee Work Product is created, developed, or supplied by Company or by a third party on behalf of Company. Employee will not incorporate any proprietary information, inventions, intellectual property, or other third-party material into any work product prepared for Company.
5. **DISPUTE RESOLUTION.** In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through negotiation, it shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be governed by the laws of the State of California. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. Pursuant to the Commercial Arbitration Rules, the arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
6. **ENTIRE AGREEMENT AND AMENDMENT**. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between the parties relating thereto. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.
7. **SEVERABILITY**. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the parties shall negotiate in good faith to substitute a valid, legal, and enforceable provision that most nearly effectuates the original intent of the parties.
8. **WAIVER.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.
9. **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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| **COMPANY**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Kevin Weekly, Owner  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **EMPLOYEE**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |